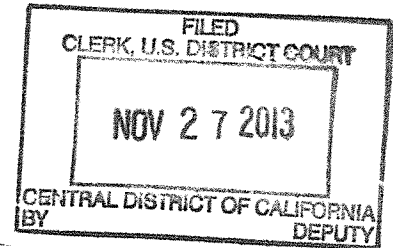


1 BYERS IP LAW & CONSULTING
STEPHEN BYERS #223330
2 12130 Ohio Ave, Suite 304
Los Angeles, CA 90025
3 Telephone: (424) 234-3546
Facsimile: (888) 234-3546
4 Email: Sbyers@ByersIPLaw.com

5 Attorneys for Plaintiff
TROY-CSL LIGHTING, INC.
6
7



8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 WESTERN DIVISION

11 TROY-CSL LIGHTING, INC.,
12 Plaintiff,

13 vs.

14 BATH KITCHEN DÉCOR, LLC,
15 DAVID TROPPER and LARRY
16 KRAYZMAN,

17 Defendants.

Case No.

CV 13-8834

COMPLAINT FOR:

- 18 (1) **FEDERAL TRADEMARK**
INFRINGEMENT UNDER THE
LANHAM ACT § 43(a);
- 19 (2) **FALSE ADVERTISING AND**
UNFAIR COMPETITION UNDER
THE LANHAM ACT § 43(a);
- 20 (3) **UNFAIR COMPETITION UNDER**
CALIFORNIA BUSINESS AND
PROFESSIONS CODE § 17200;
- 21 (4) **INTENTIONAL INTERFERENCE**
WITH BUSINESS RELATIONSHIPS
- 22 (5) **TRADEMARK COUNTERFEITING**
UNDER THE LANHAM ACT § 43(a)

23
24
25 Plaintiff, TROY-CSL LIGHTING, INC., ("Troy" or "Plaintiff") for its
26 complaint avers as follows:
27
28

1 **INTRODUCTION**

2 This is a complaint for trademark infringement, trademark
3 counterfeiting, false advertising, unfair competition, and intentional
4 interference with business relationships. Defendants ROBERT TROPPER,
5 LARRY KRAYZMAN (“Krayzman”), and their business entity BATH,
6 KITCHEN DÉCOR, LLC (“BKD”), (collectively, “Defendants”) have sold
7 and advertised for sale unauthorized lighting products allegedly produced by
8 Plaintiff TROY-CSL LIGHTING, INC. Defendants conduct such activities
9 while using Troy's federally registered trademarks, without authorization, to
10 willfully and intentionally confuse consumers into believing an association
11 exists between Defendants and Troy. Additionally, the products and services
12 provided by the Defendants are materially different from the genuine products,
13 and services provided by Troy and Troy's authorized distributors, thus
14 Defendants' products are counterfeit. Further, their actions have interfered
15 with the business relationships Troy has with its authorized distributors and
16 constitute unfair business practices.

17 **JURISDICTION AND VENUE**

18 1. This is a civil action for trademark infringement arising under the
19 Lanham Act, 15 U.S.C. § 1125 (a), pursuant to which this Court has
20 jurisdiction under 15 U.S.C. § 1121. This is also a civil action for relief and
21 damages for false advertising arising under the Lanham Act, 15 U.S.C. § 1125
22 (a), pursuant to which this Court has jurisdiction under 15 U.S.C. § 1121.
23 This Court has jurisdiction over the subject matter of this action based upon 28
24 U.S.C. §§ 1331 and 1338(a) and (b), providing for federal question
25 jurisdiction of trademark infringement actions and exclusive jurisdiction of
26 trademark infringement actions in the U.S. district courts. This Court has
27 jurisdiction over any remaining claims in this action pursuant to the doctrine
28 of supplemental jurisdiction and 28 U.S.C. § 1367.

1 BKD has never issued stock, has held no board meetings, and has kept no
2 corporate minutes. On information and belief, Defendant BKD has failed to
3 observe the most basic of corporate formalities. Upon information and belief,
4 Defendants Tropper and Krayzman are the individuals that made the specific
5 decisions to use Troy's marks in an unauthorized manner on Defendants'
6 websites and made additional decisions and took additional actions in
7 furtherance of the trademark infringement and other and related claims in this
8 Complaint.

9 8. On information and belief, Defendant Krayzman is listed as the
10 registered contact for the websites www.bathkitchendecor.com,
11 www.designersupplyhouse.com, www.lightingshowhouse.com, and
12 www.eagleslighting.com which display the infringing activity and are the
13 source of other related claims in this Complaint.

14 9. On information and belief, Defendants have committed the acts
15 alleged herein in this state and this judicial district.

16
17 **TROY'S TRADEMARKS AND DEFENDANTS' INFRINGING**
18 **WEBSITES**

19 10. Troy has designed, manufactured, advertised, and wholesaled
20 thousands of high-end, unique lighting fixtures and other design lighting
21 products for over 20 years. It sells its products under its TROY LIGHTING
22 marks through various high-end distributors. All of Troy's distributors are
23 trained and required to provide sophisticated stores and websites which reflect
24 the high-end quality of the Troy brand. Each of these stores and websites are
25 vetted and approved by Troy employees before any request to be an authorized
26 distributor is approved. In addition, Troy's authorized distributors are
27 contractually required to provide exceptional customer service, including
28 providing a toll-free number on the top of every webpage and having

1 dedicated customer service representatives available from 8:00 a.m. - 8:00
2 p.m. EST for a minimum of five days a week. Troy's authorized distributors
3 are contractually forbidden from selling, drop shipping, or in any way
4 transferring Troy product to, or for, an unauthorized distributor who has not
5 signed a distributor agreement with Troy and agreeing to the same terms.
6 Doing so ensures Troy's ability to control the quality of customer satisfaction
7 with the Troy product and buying experience, and the goodwill of Troy.

8 **11.** It is important that consumers buy Troy products directly from
9 authorized distributors actually affiliated with Troy because such distributors
10 are trained regarding the Troy products, and consumers who purchase
11 products, and must make exchanges or returns or get replacement parts for
12 their Troy products, must do so directly from the distributor or retailer where
13 they bought the product, and where the customer will receive excellent
14 customer service. Moreover, Troy's manufacturer warranty is extended only
15 to Troy's authorized distributors and customers. Should customers have
16 problems with the retailer, Troy will provide assistance to customers under the
17 warranty, provided they bought the product from an authorized distributor.

18 **12.** As a testament to Troy's recognition and reputation for high-end
19 lighting fixtures, Troy's sales in California alone are approximately
20 \$2,000,000. Additionally, Troy has approximately 2500 authorized
21 distributors nationwide.

22 **13.** On October 21, 2008, Troy was awarded U.S. Trademark
23 Registration No. 3,520,415 for the word mark "CSL" for use with electrical
24 lighting apparatus ("the '415 mark") (see Exhibit A).

25 **14.** On February 8, 2005, Troy was awarded U.S. Trademark
26 Registration No. 2,924,876 for the word mark "COUNTER ATTACK" for use
27 with electrical lighting fixtures ("the '876 mark") (see Exhibit B).

28

1 15. On June 26, 2007, Troy was awarded U.S. Trademark
2 Registration No. 3,257,013 for the word mark "ABEO" for use with electrical
3 lighting fixtures ("the '013 mark") (see Exhibit C).

4 16. Troy has spent approximately \$15,000,000 over the last five years
5 in advertising, promotional activities, trade shows, and conventions promoting
6 its Troy products using the '415, '876, and '013 marks, as well as its Troy
7 Lighting and Troy-CSL Lighting marks. As a result, Troy and its marks have
8 become highly famous and enjoy widespread consumer recognition and
9 substantial goodwill.

10 17. Due to Troy's significant time and resources expended promoting
11 and enforcing its brand and marks, customers identify lighting fixtures sold
12 under the '415, '876, and '013 marks (collectively, "the Troy marks"), as well
13 as through products sold under the "Troy Lighting" and "Troy-CSL Lighting"
14 marks as being the high quality products of Troy.

15 18. It recently came to Troy's attention that the Defendants owned,
16 operated, and/or controlled several websites, including but not limited to,
17 www.bathkitchendecor.com, www.designersupplyhouse.com,
18 www.lightingshowhouse.com, and www.eagleslighting.com (collectively,
19 "Defendants' websites"). On these websites, the Defendants offer to sell
20 thousands of purported Troy lighting fixtures (sample screenshots are attached
21 as Exhibit D), utilizing Troy's marks, official Troy photographs, Troy's
22 manufacturing numbers, and descriptions of the products which it make it
23 appear that the Defendants' websites are sponsored or otherwise affiliated with
24 Troy or Troy's authorized distributors. The Defendants further falsely
25 advertise that the "manufacturer ships the merchandise directly to our
26 customer or we bring the merchandise into our warehouse and ship them back
27 out to our customers on the day we receive the product. Once an order ships
28 from the manufacturer to our facility we can no longer cancel this order ..."

1 (See Exhibit E). Troy does not drop ship orders directly to customers, nor has
2 Troy ever shipped anything to any of the Defendants.

3 19. Defendants' websites have a minimalist and shoddy appearance,
4 in contrast to Troy's authorized distributors. Defendants' websites do not offer
5 the same exchange, return, and warranty policies as provided by authorized
6 distributors. They do not have a dedicated customer support representative
7 and hundreds of complaints have been made against them regarding their
8 customer service (see Exhibit F). Even the Better Business Bureau of New
9 York has documented 31 complaints against BKD and they have a BBB rating
10 of "F" (See Exhibit G). This is completely contrary to the exceptional services
11 extended by Troy's authorized representatives and which Troy authorized
12 distributors are contractually obligated to extend. Accordingly, the services
13 provided by Defendants are negatively and materially different from those
14 provided by Troy authorized distributors that offer genuine Troy products,
15 thereby confusing customers and damaging Troy's image, reputation, and
16 brand in the process.

17 20. Defendants warranty is not the same as the warranty provided by
18 Troy's authorized distributors, the services provided by the Defendants are not
19 the same as that required by Troy's authorized distributors, and on information
20 and belief, Defendants have removed Troy's Quality Control label from boxes
21 of shipped Troy lighting fixtures. Each of these acts constitutes the trafficking
22 in counterfeit goods, as the goods are negatively and materially different than
23 those provided by Troy through their authorized distributors.

24 21. On information and belief, Defendants use a business model in
25 which the Defendants must try to find illegal avenues to purchase Troy
26 products only after a consumer attempts to buy it. This results in significant
27 delays in product delivery by what the customer is, confusingly, led to believe
28 is an Authorized Representative of Troy. The delay in receiving product

1 impacts the ability of Troy to control the quality of the services provided
2 under its marks and damages Troy's reputation, brand, and image, by causing
3 consumers to believe such behavior is sanctioned by Troy when it is not.

4 22. On Defendants' websites, customers are not informed of Troy's
5 warranty program. Nor are they informed that Troy's manufacturer warranty
6 does not extend to them because Defendants are not authorized distributors.
7 Because the Defendants' products do not come with the Troy warranty, they
8 are negatively and materially different from the genuine products sold by
9 Troy's authorized distributors. Accordingly, Defendants are selling counterfeit
10 products with Troy marks.

11 23. On information and belief, because of Defendants' business
12 model, they do not have replacement products or parts in stock, and must
13 source them from illegal avenues once a problem arises. This causes long
14 delays in the customer receiving replacement products or parts if a customer
15 must return a defective product. Because Troy's warranty does not apply to
16 Defendants' products, those customers cannot turn to Troy to assist them in
17 replacing the product or parts, and the customer is at the mercy of the
18 unauthorized Defendants to make them whole. As noted above, complaint
19 websites are rife with customers documenting Defendants' incomparably poor
20 customer service and the inability of customers to find replacement products
21 or parts. Such circumstances, created by the Defendants' behavior, damages
22 Troy's brand, image, and reputation.

23 24. A quick review of ratings websites show that Defendants'
24 websites are notoriously bad at providing customer service. Those customer
25 complaint websites document the copious problems customers have had with
26 Defendants' websites for difficulties with exchanges, returns, broken products,
27 and long delays in receiving product in the first place.

28

1 25. These actions (or inactions) by the Defendants are likely to cause
2 confusion to consumers and harm to Troy's brand, image, and reputation,
3 because customers and the public are left to believe that, by the use of Troy's
4 registered and common law trademarks, official Troy photographs, and official
5 product descriptions, Troy endorses or is otherwise affiliated with such actions
6 when it is not. Moreover, the products they sell are materially different in the
7 goods and services provided by Troy and its authorized representatives under
8 the Troy's registered and unregistered trademarks.

9 26. Defendants are, and have been, aware of Troy's marks by Troy's
10 marking the marks with a registered "circle R" (®) on catalog labeling and its
11 website. Additionally, Defendant Krayzman, and Defendant BKD, have
12 received several phone calls and emails from Troy, as well as correspondence
13 from Troy's attorneys, wherein they have been informed of Troy's marks and
14 Defendants' infringement thereof, claims of false advertising, counterfeit
15 marking, and the other claims in this Complaint (see for example, Exhibit H).
16 Thus, Defendants actions have been willful.

17 27. Upon information and belief, Defendants Tropper and Krayzman
18 are the majority owners and lead decision makers of Defendant BKD and the
19 owners of www.bathkitchendecor.com, www.designersupplyhouse.com,
20 www.lightingshowhouse.com, and www.eagleslighting.com. On information
21 and belief, Defendants Tropper and Krayzman are the individuals that made
22 the specific decision to use the Troy marks on their websites and made
23 additional decisions and took additional actions directly in furtherance of the
24 trademark infringement and other related claims in this Complaint. Thus,
25 Defendants Tropper and Krayzman are individually liable for these actions.

26 28. Defendants' many uses of Troy's marks, both registered and
27 unregistered, and other confusingly similar or exact duplicates of Troy's
28 marks, especially when combined with Defendants' use of official images and

1 product descriptions infringe upon Troy's federally registered trademarks (and,
 2 in common law, its unregistered trademarks) in that those uses cause
 3 confusion regarding the relationship, affiliation, or sponsorship of Defendants
 4 and Troy. If Defendants are allowed to continue their wrongful activities,
 5 consumers will continue to be confused into believing that they are buying
 6 products from and dealing with Troy or an authorized Troy representative,
 7 when they are not. Defendants actions (or inactions), as stated above, confuse
 8 customers into buying products which are materially different from Troy's
 9 genuine products, and are therefore counterfeit, and further damage Troy's
 10 brand, image, and reputation, in addition to constituting trademark
 11 infringement (both under the Lanham Act and common law) and unfair
 12 competition.

13 **DEFENDANTS' INTERFERENCE WITH TROY'S BUSINESS**
 14 **RELATIONSHIPS**

15 29. On information and belief, Defendants' actions and business
 16 model require that they purchase Troy products from authorized dealers. In
 17 doing so, those authorized defendants must breach their contract with Troy to
 18 provide Defendants with Troy products because those authorized dealers are
 19 contractually prohibited from doing so.

20 30. Defendants flaunt the requirements of Troy's authorized
 21 distributor contract. Defendants' websites are not of the quality that Troy
 22 allows to be an authorized dealer. Defendants do not provide the level of
 23 customer support required of Troy's authorized dealers. This leads
 24 distributors, both current and prospective, to believe that there is little reason
 25 to become authorized distributors and to reconsider performing the actions
 26 required according to Troy's distributor contract. It also causes authorized
 27 distributors to reconsider before deciding to re-sign as an authorized
 28

1 distributor, and further prompts other potential authorized distributors to forgo
2 becoming an authorized distributor at all.

3 31. Troy has received numerous complaints from authorized
4 distributors regarding the actions of Defendants and inquiries as to why the
5 Defendants are not held to the same standards as other authorized distributors
6 and the Troy distributor contract (See Exhibit I).

7 32. These actions thus interfere with Troy's business relationships,
8 both existing and prospective.

9 33. The actions of the Defendants constitute trademark infringement,
10 false designation of origin, and counterfeiting of Troy's marks, as well as false
11 advertising, unfair competition, and intentional interference with business
12 relationships.

13 **FIRST CAUSE OF ACTION**

14 **(Trademark Infringement – 15 U.S.C. §1125(a))**

15 34. Troy incorporates by reference paragraphs 1 through 33 above as
16 if fully set forth herein.

17 35. Troy owns U.S. Trademark Registration Nos. 2,924,876,
18 3,520,415, and 3,257,013 for the word marks "COUNTER ATTACK,"
19 "CSL," and "ABEO," respectively (collectively, "Troy's marks"), for use in
20 marketing and selling electrical lighting fixtures.

21 36. Defendants are not licensed or otherwise authorized to use Troy's
22 marks.

23 37. Defendants have used Troy's marks in marketing and selling
24 allegedly new, authorized, and genuine Troy electrical lighting fixtures.

25 38. Defendants knew or had reason to know of Troy's ownership of
26 Troy's marks.

27
28

1 39. Defendant's uses of the above terms are likely to cause confusion
2 and the mistaken belief that Defendants are authorized agents of Troy as they
3 are confusingly similar to Troy's marks.

4 40. Defendants' conduct constitutes trademark infringement or false
5 designation of origin in violation of Section 43(a) of the Lanham Act, 15
6 U.S.C. § 1125 (a).

7 41. Defendants' conduct is willful and in bad faith.

8 42. Defendants will continue their infringing conduct unless enjoined
9 by this Court.

10 43. Defendants' infringement has caused and is causing irreparable
11 harm to Troy, for which Troy has no adequate remedy at law.

12 44. Troy has been damaged by defendants' infringement and, unless
13 and until an injunction issues, will continue to be damaged in its business,
14 reputation, and property in an amount yet to be determined, but at least
15 \$5,000,000.

16 45. As a direct and proximate result of Defendants' actions, Troy is
17 entitled to an award of three times its actual damages, the profits of defendant,
18 and reasonable attorneys fees and costs pursuant to 15 U.S.C. §§ 1117 and
19 1125.

20 **SECOND CAUSE OF ACTION**

21 **(False Advertising – 15 U.S.C. § 1125(a))**

22 46. Troy incorporates and realleges Paragraphs 1-45 above, as if
23 fully set forth herein.

24 47. Troy alleges that Defendants have disseminated advertising
25 materials which are untrue and/or misleading, and have used a false
26 designation of origin as to their Troy products in violation of Section 43(a) of
27 the Lanham Act, 15 U.S.C. § 1125(a).

28

1 48. Among other things, Defendants have marketed and distributed
2 allegedly genuine Troy products interstate on the Internet and in this judicial
3 district with statements indicating a connection between Troy and the
4 Defendants when they are not.

5 49. Defendants' statements are false statements of fact about their
6 affiliation, association, or sponsorship with Troy which misrepresents the
7 nature, qualities, and services associated with the products that Defendants
8 sell.

9 50. Because of Defendants' false statements, consumers are likely to
10 be deceived into believing that Defendants and the products they sell and the
11 services they provide are authorized by Troy.

12 51. Troy is harmed by Defendants' false statements because (1)
13 consumers, being deceived, purchase Troy products from Defendants instead
14 of actual authorized Troy distributors, thereby undermining Troy's authorized
15 distributorship program and the quality and reputation that such program
16 brings, and (2) consumers doubt the quality that Troy presents because they
17 believe Troy authorizes shoddy websites, poor customer service, and refuses
18 to provide a manufacturer warranty, which reflects upon the quality of
19 products and services Troy provides.

20 52. Defendants acts complained of herein have been committed
21 willfully and with knowledge that such conduct falsely describes the
22 association, affiliation, and/or sponsorship between Troy and the Defendants,
23 with the intent to cause confusion, and mistake, or to deceive the public.

24 53. On information and belief, Defendants threaten to continue the
25 conduct complained of herein, and unless enjoined, will continue such conduct
26 causing irreparable harm to Troy for which Troy has no adequate remedy at
27 law. Troy has also suffered damages for this conduct in an amount yet to be
28 determined, but upon information and belief is at least \$5,000,000.

54. As a direct and proximate result of Defendants conduct, Troy is entitled to damages and a preliminary and permanent injunction enjoining and restraining Defendants and their respective agents, assigns, and heirs from engaging in the aforesaid acts.

THIRD CAUSE OF ACTION

(Unfair Competition – Cal. Bus. & Prof. Code § 17200 et. seq.)

55. Troy repeats, realleges, and incorporates by reference, as though fully set forth herein, the allegations set forth in paragraphs 1 through 54 above.

56. The acts of Defendants, including but not limited to trademark infringement and false advertising violate Section 17200 et seq. of the California Business and Professions Code, which prohibits any unlawful, unfair, or fraudulent business practices or act, and any unfair, deceptive, false, or misleading advertising.

57. Defendants will continue their unfair competition unless enjoined by this Court.

58. Defendants' unfair competition has caused and is causing irreparable harm to Plaintiff, for which Plaintiff has no adequate remedy at law.

FOURTH CAUSE OF ACTION

(Intentional Interference with Prospective Economic Advantage)

59. Troy incorporates and realleges Paragraphs 1-58 above, as if fully set forth herein.

60. Troy alleges that Defendants wrongfully, unjustifiably, and intentionally interfered with Troy's business relations and prospective economic advantage in violation of California common law.

1 61. Troy has an economic relationship with many current California-
2 based and other distributors and with prospective customers, with whom, on
3 information and belief, Defendants are, or were in the process of, negotiating
4 sales and relationships, and/or otherwise disrupting contractual relationships
5 which Troy has in place.

6 62. By violating Troy's distributor agreement, and encouraging others
7 to do so, the Defendants interfere with Troy's current and prospective business
8 relationships.

9 63. To the extent that Defendants have encouraged Troy's authorized
10 distributors to sell Troy products to Defendants, and thereby violate the Troy
11 distributor agreement, Defendants have interfered with Troy's current business
12 relationships.

13 64. Troy's business relationships entail the probability of future
14 economic benefit and advantage to Troy in that these customers and potential
15 customers provide Troy with the opportunity to distribute their products on a
16 nationwide scale and who will endorse and promote Troy to others through
17 their accounts of their positive experience with Troy and their authorized
18 distributors.

19 65. Defendants, at all times, have been aware of these economic
20 relationships.

21 66. Defendants have intentionally engaged in conduct designed to
22 interfere with or disrupt these economic relationships, including using Troy's
23 marks, and other malicious aforementioned acts to solicit these customers and
24 potential customers, and inducing or attempting to induce these
25 customers/potential customers and distributors/potential distributors to end
26 their relationship with Troy and its authorized distributors by falsely
27 representing to these customers and authorized distributors that Defendants
28 can provide Troy products without providing the customer support and other

1 quality control measures required of authorized distributors. Defendants'
2 encouragement of Troy's authorized distributors to violate the Troy distributor
3 agreements further interferes with Troy's business relationships. This conduct
4 by Defendants is wrongful independent from the acts of interference
5 themselves.

6 67. Troy alleges that this conduct by Defendants has interfered with
7 or disrupted Troy's economic relationships with its authorized distributors,
8 customers and potential distributors/customers so that existing and potential
9 business created by Troy's solicitation, promotion, and other efforts have been
10 diverted to Defendants, Troy's distributor and customer base has been eroded,
11 and Troy's reputation and goodwill have been injured.

12 68. As a proximate result of Defendants' actions, Defendants have
13 damaged Troy in an amount not presently ascertainable, but upon information
14 and belief, is to be at least \$5,000,000.

15 69. On information and belief, Troy alleges that Defendants' actions
16 as alleged were undertaken in bad faith, oppressively, and maliciously, such
17 that Troy is entitled to an award of exemplary damages in an amount sufficient
18 to punish and deter such conduct by Defendants in the future pursuant to Cal.
19 Civ. Code § 3294.

20 70. Defendants threaten to and unless restrained, will continue to
21 utilize Troy's marks to Troy's great and irreparable injury, for which damages
22 would not afford adequate relief, in that they would not completely
23 compensate Troy for the injury to its reputation and goodwill. Further,
24 Defendants threaten to, and if not restrained, will continue to encourage
25 authorized distributors to break their contract with Troy by supplying
26 Defendants with Troy products to Troy's great and irreparable injury, for
27 which damages would not afford adequate relief, in that they would not
28 completely compensate Troy for the injury to its reputation and goodwill.

FIFTH CAUSE OF ACTION

(Trademark Counterfeiting -- 15 U.S.C. § 1114)

71. Troy incorporates and realleges Paragraphs 1-70 above, as if fully set forth herein.

72. Defendants, without authorization from Troy, have and continue to use, spurious designation for their goods and services that are identical to or substantially indistinguishable from the Troy's marks.

73. These products and services are materially different from genuine Troy products promoted under the Troy's marks.

74. Troy has continuously marked its products and internet website with the "circle R" (®), giving notice that Troy's marks are federally registered.

75. Defendants' wrongful use of such marks, which are counterfeit marks, are intended to confuse the public into believing that Defendants and Troy are affiliated, and such acts constitute trademark counterfeiting under the Lanham Act.

76. Defendants' actions have been taken willfully and with deceptive intent.

77. Defendants' unlawful conduct has caused and will continue to cause, great immediate and irreparable harm to Troy's business reputation, injury to its goodwill, and pecuniary damages.

78. By reason of the foregoing, Troy is entitled to (a) statutory damages in the amount of \$1,000,000 for each mark counterfeited as provided by 15 U.S.C. 1117 (c) of the Lanham Act, or at Troy's election, an amount representing three (3) times Troy's damages or Defendants' profits; and (b) reasonable attorney's fees, investigative fees, and prejudgment interest pursuant to 15 U.S.C. § 1117(b).

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PRAYER FOR RELIEF

WHEREFORE, Troy prays for relief and judgment from this Court:

- a. That the Court enter judgment in favor of Troy and against Defendants;
- b. That Defendants be preliminary and permanently enjoined from using Troy’s marks, and all marks confusingly similar thereto in conjunction with the promotion, marketing, offering for sale, or sale of electrical lighting fixtures;
- c. That Defendants be enjoined from engaging in unfair competition;
- d. That Defendants be enjoined from engaging in false advertising, and in particular from claiming to be an authorized distributor of Troy, or in any other way confusing consumers into believing as such.
- e. That Troy recover compensatory, incidental, and consequential damages for Defendants’ conduct in an amount to be proven at trial, but at least \$5,000,000, together with prejudgment interest thereon at the maximum legal rate, or in the alternative, that Troy be awarded statutory damages of \$1,000,000 for each mark that the Defendants have willfully counterfeited and infringed;
- f. That Defendants be ordered to pay punitive and exemplary damages in an amount to be proven at trial, together with prejudgment interest thereon at the maximum legal rate;
- g. That Troy recover treble damages for trademark infringement;
- h. That Troy recover its reasonable attorney’s fees;
- i. That Troy recover all unjust enrichment of Defendants;

1 j. That the Court award Troy its costs of suit incurred herein; and
2 . For such other and further relief as this Court deems proper and
3 just.

4

5 Dated: November 25, 2013

Respectfully submitted,

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BYERS IP LAW &
CONSULTING

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By: 

9

Stephen Byers

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Attorneys for Plaintiff
TROY-CSL LIGHTING, INC.

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DEMAND FOR JURY TRIAL

Pursuant to FED. R. CIV. P. 38(b), Plaintiff TROY-CSL LIGHTING, INC. hereby demands a jury trial of all claims against Defendants.

Dated: November 25, 2013

Respectfully submitted,

BYERS IP LAW &
CONSULTING

By: 
Stephen Byers

Attorneys for Plaintiff
TROY-CSL LIGHTING, INC.